

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE
LODGE NO. 5

- and -

CITY OF PHILADELPHIA

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Case No. AAA 14 390 00240 09

Grievance: Margaret Johnson
(Suspension) PR# [REDACTED]

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Margaret Johnson is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, the FOP initiated a grievance on Johnson's behalf challenging the City's suspension of Johnson and,

WHEREAS, the parties wish to amicably resolve the matter of Johnson's suspension;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual promises contained herein, the parties hereby enter into this Settlement Agreement ("Agreement") and agree to the following terms:

1. Grievant Margaret Johnson will have her (8) day suspension reduced to a (4) day suspension.
2. In consideration of the foregoing, the FOP agrees to withdraw the grievance and demand for arbitration in this matter.
3. In further consideration of the foregoing, the Grievant agrees to release the City, its departments, boards, agencies, official, employees and agents from any claims grievant had, has, or may have against them arising out of the subject matter of the aforementioned grievance.
4. The grievant further agrees to release the FOP, its officers, members, employees, and agents from any claims he had, has, or may have against them arising out of the subject matter of said grievance but not limited to claims of breach of duty of fair representation.

5. Nothing in this agreement shall be construed as an admission by the City that it in any way violated the collective bargaining agreement.
6. This agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter. This Agreement may not be introduced, or referred to, for any purpose by either party in subsequent administrative, judicial, or any other legal proceedings, except that it may be used in any proceeding necessary to compel enforcement with the Agreement.
7. Margaret Johnson, the FOP and the City agree to maintain the confidentiality of the terms of this Settlement Agreement. If asked about the result of the disputes between the parties regarding Johnson's case, the parties agree to inform the inquiring parties that the dispute has been "resolved" and that the parties are prohibited from discussing the terms of the resolution.
8. By entering into this agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions, enter into this agreement voluntarily, and agree to be bound hereby.

WHEREFORE, the FOP, the City, and Johnson, intending to be legally bound hereby, enter into this agreement this _____ day of _____, 2011, as evidenced by their signatures or the signatures of their representatives below.



Fraternal Order of Police
Lodge No. 5

Date:

4/22/11



Philadelphia Police Department

Date:



Grievant Margaret Johnson.

Date:

4.27.11